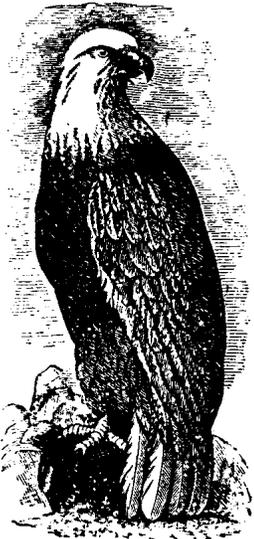


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Frontiersman

August 1995

Affirmative Distraction

by Sam Aurelius Milam III

A typical demand of the feminists has been that job applicants ought to be judged **only** on the basis of ability, and without any objection to the gender of the applicant. This suggests a regrettable naivety on the part of the feminists. Ability isn't the only relevant consideration. A job applicant should also be judged on the basis of her likely effect. That is, it isn't

enough to know that a woman can do the job. So can a man. A hiring manager should also consider whether or not the presence of a woman in the group will be disruptive.

Most men recognize instantly that women in their department will be disruptive. Women pretend that it isn't so. Predictably, when they force their way into a male environment the first thing women do is distract the men. This doesn't improve productivity. To their great surprise, the women are then dissatisfied with the behavior and attitudes of the men. This, of course, is a surprise only to the women. They immediately begin to complain, further disrupting the situation.

Today, U.S. businesses are spending millions of dollars as a direct consequence of women's complaints. They wouldn't have to spend this money at all, were it not for the women. For example, mandated sensitivity and diversity "training" (brainwashing) is entirely a consequence of sexual integration of the workplace, and was never necessary before the women arrived on the scene. Sexual humor and pin-

ups in the workplace were not an issue until women began to complain about them. Sexual harassment law suits were unknown before the females defined themselves as attractive targets. In financial terms, the sexual integration of the workplace has been, and will remain, a net loss. This is because, in general, a woman won't do the job **better** than a man. Therefore, she won't provide any additional **benefit** as a consequence of her gender to offset the additional **costs** that accrue as a consequence of her gender.

I'm not saying that sexually integrated workplaces ought to be prohibited by law, although they're a stupid idea. However, neither should they be required by law. I'm not saying that women should be prevented from seeking jobs. Neither should I be required to work with a woman if I don't want to.¹ The agenda that has dictated universal sexual integration is, at least, a repudiation of the diversity that feminists allegedly pursue. Instead,

they must stop dictating employment policies for everyone else and acknowledge that each company should follow the hiring practices that are best suited to its particular circumstances. Some companies can then hire men only. Some can hire women only. Some can hire both. Then each of us can apply for work in the kind of environment he prefers. If, as the feminists never tire of proclaiming, a woman can do twice the work of a man for half the cost, then the marketplace will do its thing and plenty of employers will hire these highly cost-effective women. Those companies will then prevail. Of course, the feminists might be wrong. If the male companies win out, then the ladies can always go back to the kitchen and the bedroom, where I'm sure they'll be welcomed with open arms. ♂

No Such Thing As A Free....

by Sam Aurelius Milam III

Whenever a woman you see

Alluring to any degree

Remember this verse

And hold on to your purse

'Cause nothing she offers is free.

¹ And I'm as entitled to my attitude as any woman is to hers.

Radiant Warrior

from *The Radiant Warrior*
a novel by Leo Frankowski
Ballantine Books, 1989

"My vassal Zoltan Varanian had spoken to a merchant who was stopped, along with the rest of his small caravan, by a single Mongol soldier. The Mongol had ordered all fourteen men in the caravan to dismount. Fearful of angering him, they immediately complied. He then ordered them to line up before him, to get on their knees and bow to him, and again they did as he ordered. Then he drew his sword and beheaded the first man in line. The other merchants made no move, and the Mongol proceeded to take the heads off three more men, for no reason except perhaps to practice his sword swing.

"This is Crazy!' the narrator of the tale had said to his fellow merchants, 'We outnumber him! We have weapons! No matter how good he is, he can't kill us all!'

"Quiet!" the man next to him said. 'Do you want to make him mad?'

"Yet another merchant was beheaded, and the narrator said, 'Fools! He is already killing us! What more can he do?'

"Shouting the name of Allah, he drew his sword and attacked the Mongol. They traded a dozen blows before the other merchants got their wits back. Seeing that it was an even fight and that the Mongol was not invincible, the other merchants drew their swords and joined in the affray. The Mongol was soon dead. Then they hastily buried the bodies of the dead along with the Mongol pony and all its equipage. And they fled from the lands of the Khan. Yet the fact remains that thirteen out of the fourteen armed men would have preferred to die rather than disobey the single murderer who was butchering them." ∞

Those Chains That Bind You

I received this article as an unsigned handout at a meeting of Constitutional Patriots, many years ago. I haven't the foggiest notion of who wrote it, but it remains as valid today as it was then. —Sam

Evidence of the contract between the state and the natural person is the marriage license, birth certificate, driver's license, social "insecurity" number, and the like. Of course, the nature of these licenses does not meet the specific requirements of a contract; however, they do have the effect of being acted upon like a contract. In past issues we have addressed the constructive or quasi-contract, and we have a position paper available on that subject.

We are often asked

- how important it is to rescind these contracts,
- how do you get rid of them, and
- what do I do when they send my rescission back without an answer?

The answer to the first question is one of individual preference. Obviously, if a person doesn't want to subscribe to a daily newspaper any longer, the contract must be terminated; likewise with rescissions of quasi-governmental contracts created by legislative fiat. If a person likes the terms and conditions of the contract, they should keep the license. However, if the terms of the contract are no longer acceptable, the contract must be rescinded.

Our position has always been, if you have the driver's license, obey all traffic regulations. If you have the social security number, pay your income and social security taxes. However, if you do not want these obligations, you must rescind the quasi-contract.

A person must immediately rescind any contract that has been entered into by fraud and false representation when he learns of the fraud, or the contract will remain in effect. The courts have said:

"... but in the view we take of the question of waiver of the fraud by failure to exercise due diligence to rescind, . . .

"... If they proposed to rescind, their duty was to assert that right promptly, unconditionally, and unequivocally, otherwise the affirmation of the contract, notwithstanding the fraud, would follow. *Richardson v. Lowe*, 149 Fed Rep 625, 627-8.

"Whatever the form in which the government functions, anyone entering into an arrangement with the government takes the risk of having accurately ascertained that he who purports to act for the government stays within the bounds of his authority.... And this is so even though, as here, the agent himself may have been unaware of the limitations of his authority. See e.g., *Utah Power & Light Co. v. United States*, 243 U.S. 389, 409, *United States v. Stewart*, 311 U.S. 60, 70; and see generally, *The Floyd Acceptance*, 7 Wall 666." *Federal Corp Ins. Corp. v. Merrill*, 332 U.S. 380, 384.

"Where a party desires to rescind upon the grounds of mistake or fraud he must upon the discovery of the facts, at once announce his purpose, and adhere to it. If he be silent, ...he will be held to have waived the objection, and will be conclusively bound by the contract, as if the mistake or fraud had not occurred. He is not permitted to play fast and loose. Delay and vacillation are fatal to the right which had been subsisted." *Grymes v. Saunders*, 93 U.S. 55, 62. Also see *Shapiro v. Goldberg*, 192 U.S. 232.

Rescission of a contract on the ground of fraud is not a mental process undisclosed and unacted upon. It requires affirmative action immediately on its discovery; some overt act and outward manifestation of the intention to clearly ap-

prise the other party to the contract of the right asserted. *Melton v. Smith*, 65 Mo. 325; *Walters v. Miller*, 10 Iowa 427.

The duty of rescinding arises immediately upon acquiring knowledge of the substantial and material facts constituting the fraud. It is not requisite that the defrauded party shall be acquainted with all the evidence constituting the fraud before the duty to act by way of rescission arises. When he has evidence sufficient to reasonably actuate him to rescind the contract, and once he has acted, no subsequent discovery of cumulative evidence can operate to excuse waiver of the fraud, if such evidence has in the meantime occurred, or to revive a once lost right of rescission. The election to waive the fraud once deliberately made is irrevocable. Vacillation or speculation cannot be tolerated. *Campbell v. Flemming*, 1 A. & E. 40; *Fry on Specific Performance on Contracts* (2nd ed) Sections 703 & 704; *Bach V. Tuch*, 26 N.E. 1019; *Taylor v. Short*, 17 S.W. 970.

"If the fraud be discovered while the contract is wholly executory, the party defrauded has the option of going on with it or not, as he chooses. If he executes it, the loss happens from such voluntary execution, and he cannot recover for loss which he deliberately elected to incur." *Simon v. Goodyear Metallic Rubber Shoe Co.*, 105 Fed 573, 579.

Instruments may be rescinded and cancelled when they have been obtained from persons who were at the time under duress or incapacity. *French's heirs v. French*, 8 Ohio 214; *Cook v. Toumbs*, 36 Miss 685.

Apart from judicial proceedings the communication of the desire to rescind need not be formal, but it must be a distinct and positive rejection of the contract. L.R. 9, Eq. 263.

From the above, it can be concluded that in order to rescind a contract a person must allege fraud, ignorance of law, mistake of facts, have been under duress, or incapacity (minor) at the time the contract was entered into.

The answer to the second question has a non-specific answer. All rescissions must be tailored to the individual situation. There should be no fill-in-the-blank rescissions, as the circumstances surrounding each quasi-contract are different.

The final question is what to do when the agency involved sends the rescission back. There are basically two alternatives.

1. Do nothing: Once the contract is rescinded, it is rescinded. The argument that you do not have the contract is still valid. Your argument is that you do not have the contract. If the opposition says you do, the burden of proof is on them.
2. Fight: If you want to push the issue, the rescission may be sent back with an explanation of why you have rescinded the contract. Arguments can be taken from our position paper on Constructive contracts. When that fails, an action lies in the judiciary.

Like everything else, what you do is up to you.

[Some relevant definitions from Black's Law Dictionary are presented at the bottom of page 3.] ⇒

Buck Hunter Shoots Off His Mouth

What kind of tree is most likely to survive a forest fire?

—Just Joined the Scouts

Dear Just Joined the Scouts
The White Ash

With Leaders, Who Needs Enemies?

by Dante DeAmicis

The question is rhetorical. Another question is: "Why hasn't the Libertarian movement accomplished anything in twenty-five years, except to add a cipher to broad-based conservative coalitions?" This time, the movie *Braveheart* provides an answer.

See how soon you can spot the connection. "Braveheart" is William Wallace, a poor but educated Scottish commoner who becomes increasingly anti-English as the debts pile up: having his family killed, seeing the local Scottish leaders murdered during a truce by King Edward I and, years later, having his wife executed by the king's local flunky for resisting a rape.

William Wallace is told by the Scottish military experts that he can't win. He develops new tactics and leads several regional rebellions until he becomes a real threat to the English occupation and to the Scottish nobles who, in theory, are on his side. Actually, they aren't. They are on the side of the Scottish nobles, who have more in common with English nobles than with their own people. It comes down to more of a class thing than a national thing. After Wallace begins to win without their help, the Scottish nobles help him and his problems begin.

Right in the middle of a battle when Wallace, now the uncontested leader of the great unwashed masses, counts on their help, they turn around and leave him to face the music. They have made a side deal with the king, who can offer land and recognized titles. Their less well-heeled countrymen can only offer their lives (which the nobles practically own anyway) and freedom, which unfortunately is a liability to those who already have privileges. And get this, the Scottish nobles are given matching lands in England, solidifying their interests with those of the English state.

Local English "lords" are induced to take over rural outposts by tossing around a Latin term which gives them the right to jump the bones of any local bride on her wedding night. Today, lawyers still think that putting outrageous authority in Latin makes it acceptable.¹

¹ The phrase is *jus primae noctis*, and it means right of first night. Incidentally, given the filthy way that sex is viewed in our own "Christian" culture, I recommend against condemning the sexual customs and beliefs of others. Their attitudes are likely to be superior to ours, Latin and all.

—Sam

Rescind. To abrogate, annul, avoid, cancel a contract; particularly, nullifying a contract by the act of a party. To declare a contract void in its inception and to put an end to it as though it never were. *Russell v. Stephens*, 191 Wash. 314, 71 P.2d 30, 31. Not merely to terminate it and release parties from further obligations to each other but to abro-

Rescission of contract. A "rescission" amounts to the unmaking of a contract, or an undoing of it from the beginning, and not merely a termination, and it may be effected by mutual agreement of parties, or by one of the parties declaring rescission of contract without consent of other if a legally sufficient ground therefor exists, or by applying to courts for a decree of rescission. *Abdallah, Inc. v. Martin*, 242 Minn. 416, 65 N.W.2d 641, 644. Annuling, abrogation or unmaking of contract and the placing of the par-

There are several revealing scenes of freedom vs. state power. When Irish conscripts are used by the English lords as front line fodder, their class interests turn out to be greater than authority's hold on them. They advance to the Scots and embrace them. How many libertarians are convinced of the state's ability to create enemies out of perfect strangers, just by labelling them so?

An ally of Wallace in the enemy camp is the daughter-in-law of Edward I. She is the daughter of the king of France, so she has position but no real power, and she is culturally adrift. A mixture of principle and romantic imagination is enough to overcome her nominal class interest. I wonder how many libertarians understand the role of imagination in swaying people's beliefs.

In the end, King Edward and one of the leading Scottish nobles are both dying of old age. All the petty squabbling and groveling for wealth and power count for nothing in death. All that stands out are two lives spent without character or principles, and therefore wasted.

William Wallace, on the other hand, waives a quick death. He reasons that freedom cannot be bought by temporary wealth or an easy death. Because he will not acknowledge the king as his lord, he is doomed to a slow death by torture. Everyone else thinks he's nuts.

So what does all this have to do with the moribund libertarian movement? First of all, substitute "corporations" for "Scottish nobles" to see how would-be allies can be enemies instead. Next see how the ability of English nobles to seize and redistribute property compares with our own government's forfeiture fever. Why is there no onus on corporations that deal in property seized (stolen) by government? We might look at all our ridiculous forms of property that are completely dependent on centralized services and a state legal context. Are libertarians going to do anything to threaten that? I don't think so.

Freedom will be pursued only by people who have not asked the state to maintain and safeguard their fragile forms of property or formed partnerships with the state. King Edward was concerned with political and legal devices that would control land and bodies. This makes taxation simply the cost of supporting privileges. If libertarians valued freedom over privilege, taxation would soon not be a problem.

∞

gate it from the beginning and restore parties to relative positions which they would have occupied had no contract ever been made. *Sylvania Industrial Corporation v. Lilienfeld's Estate*, C.C.Va., 132 F.2d 887, 892. See also **Rescission of contract.** —from Black's Law Dictionary

ties to it in status quo. *Sessions v. Meadows*, 13 Cal.App.2d 748, 57 P.2d 548, 549. It necessarily involves a repudiation of the contract and a refusal of the moving party to be further bound by it. See also **Renunciation; Repudiation.**

An action of an equitable nature in which a party seeks to be relieved of his obligations under a contract on the grounds of mutual mistake, fraud, impossibility, etc.

—from Black's Law Dictionary

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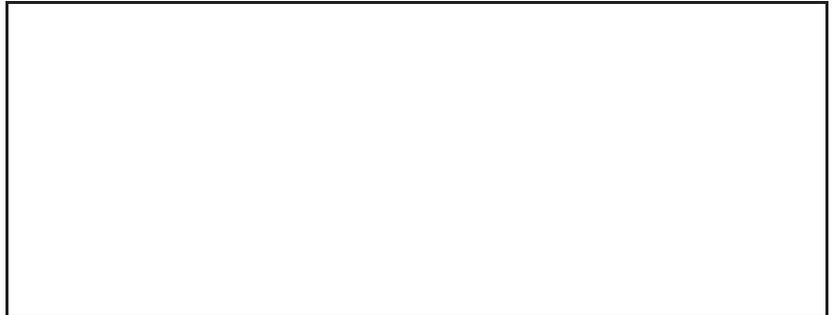


Nation in Distress

Age doesn't
matter anymore.



Today, they can
all be jail-bait.



US Post Office Won't Deliver to the Homeless

by John Webster

I am not indigent but like a lot of people I don't really have a permanent residence. I therefore use a private post box to receive my mail. That way I can give an address on a resume so that I might get an offer of work, so that creditors will have a way of sending me my bills, and so that friends and family will always know how to get hold of me. People that live in their recreational vehicles and travel around the country would also be in the same situation. A lot of people legitimately do not have fixed home addresses.

There is also a growing segment of the population that sees our government as a threat to their liberty and well being, and therefore do not like the idea of an agency of that government having their real address on file (perhaps even in a computer data-base). These people prefer to have a private post box company as a buffer between them and agents of that government which they see as oppressive.

In my case I physically stay at friends homes, none of whom would let me stay there if I had to give their address as mine, particularly to a Federal Agency that might see me as an adversary.

To thwart the purposes of those who would choose to be outside its jurisdiction, the US Post Office periodically cracks down with one of its postal regulations that allows it to refuse to deliver mail to a "delivery agent" (ie. the post box company) unless it has a sworn statement on file as to your "real" address. Its officials reserve the right to investigate in order to determine that you really reside at the address that you specify. The punishment for giving false information is a fine of up to \$10,000 and imprisonment of up to 5 years.

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They say that filling out the "Application for Delivery of Mail through Agent" form is voluntary. They, of course, won't deliver your mail unless you do fill it out, and since the US Post Office has the government enforced monopoly on the delivery of first class mail, you're stuck.

It is fairly clear that these rules and the penalties backing them up are really **involved with law enforcement and not with delivering the mail.**

While it was argued that these powers were initially justified to help in the enforcement of laws against mail fraud, they are being used more and more to keep track of people, and to enforce laws against the possession of or receiving of certain illicit material (ie. drugs or pornography). This abuse of power comes from the US Post Office being a Federal Agency with law enforcement powers and with the monopoly for delivering first class mail.

It is time to privatize the Post Office, to remove its status as a Federal Law Enforcement Agency, and to remove its monopoly status on mail delivery. This would result in it serving the needs of the general public instead of those of the US Government. Market forces would then bring about efficiency and cost savings to the mail delivery business. It would also force the Post Office to operate within the laws of the states in which it does business. ∞

Smitten With Embarrassment Dept. (rarely used)

by Sam Aurelius Milam III

In the June issue of this newsletter, I printed an article, *Where Are We Going?*, by John H. Webster. The article contained the phrase "labor and emigration laws". It should have been "labor and immigration laws". **Drat!** 🐾